

**Walla Walla County
Public Health**



**WALLA WALLA COUNTY
HEALTH DEPARTMENT**

PO Box 1753

Walla Walla, WA 99362

Phone 509.524.2650 • Fax 509.524.2678

PERSONAL HEALTH, WIC, AND ADMINISTRATION: 314 W MAIN (ROSE STREET ENTRANCE)
ENVIRONMENTAL HEALTH: 310 W POPLAR, SUITE 110

August 26, 2008

Washington State Board of Health
PO Box 47990
Olympia, WA 98504

We have been recently informed RCW 70.05.150 requires our contract with Garfield County Health District to provide Environmental Health Services requires State Board of Health approval. The attached interlocal agreement between Garfield County Health District and Walla Walla County is submitted for your consideration and approval.

HARVEY R. CROWDER, DVM, MS, DACVPM
Public Health Administrator

Enclosure:

Interlocal Agreement between Walla Walla County and Garfield County

cc:

Garfield County Health District

Walla Walla County Board of County Commissioners

RECEIVED

AUG 29 2008

WA STATE BOARD OF HEALTH

RECEIVED

AUG 29 2008

WA STATE BOARD OF HEALTH

Walla Walla County Contract No _____ - _____

INTERLOCAL AGREEMENT BETWEEN
WALLA WALLA COUNTY AND GARFIELD COUNTY

This agreement is entered into between Walla Walla County (County) and Garfield County Health District (District) to the Interlocal Cooperation Act, chapter 39.34 RCW.

I. PURPOSE

The purpose of this agreement is to provide Environmental Health Services to Garfield County Health District by the staff of the Walla Walla County Health Department.

II. SERVICES

Garfield County Health District will:

1. Provide office space, telephone access, computer support, and administrative support to the Garfield County Environmental Health program.
2. If required, schedule appointments for Garfield County residents to meet with Walla Walla County staff.
3. Contact the Walla Walla County Director of Environmental Health if environmental health services are required at other than the normally scheduled support times.

Walla Walla County Health Department will:

1. Provide Environmental Health services on a schedule agreed upon by Garfield County Health District and Walla Walla County Health Department
2. Provide Food Facility licensure at a rate agreed upon by Garfield County Health District and Walla Walla County Health Department
3. Provide food worker training on a regular basis and certificates following training
4. Provide food safety evaluations as outlined in RCW 43.20.145 and WAC 246-215
5. Provide on-site sewage services and permits as outlined in RCW 70.118 and WAC 246-272 and 246-272A at reimbursement rates agreed upon by Garfield County Health District and Walla Walla County Health Department
6. License Septic Tank Installers and Pumpers as provided in RCW 70.118 and WAC 246-272-2251 and 246-272A0-0340 at rates agreed upon by Garfield County Health District and Walla Walla County Health Department
7. Provide environmental health support to Garfield County's Solid Waste Disposal programs.
8. Provide environmental health support to Garfield County's drinking water programs.
9. Provide support to Garfield County Health District during disease outbreaks associated with food, water, or other environmental issues.
10. Provide other environmental health support as requested by Garfield County Health District.

III.

COMPENSATION

Garfield County Health District agrees to pay Walla Walla County Health Department for the provision of Environmental Health Services as described in Paragraph II above on an hourly basis based upon the hourly wage, benefits, overhead, an administrative fee, and miscellaneous costs (travel, etc.) as shown in Attachment 1. Hourly costs will be adjusted based upon increased personnel and overhead costs. Garfield County Health District will make payment to Walla Walla County Health Department within 30 days following submittal of an itemized statement.

IV. ADMINISTRATION

This agreement will be administered by Walla Walla County.

V. INDEPENDENT CONTRACTOR

The services provided under this agreement are those of an independent contractor. Employees of the Walla Walla County are and will remain employees of Walla Walla County. Employees of Garfield County Health District are and will remain employees of the Garfield County Health District.

VI. INDEMNIFICATION

The County shall defend, protect and hold harmless the District from and against all claims, suits and/or other actions arising from any negligent or intentional act or omission of the County's employees, agents and/or authorized subcontractor(s) while performing this contract. The District shall defend, protect and hold harmless the County from and against all claims, suits and/or other actions arising from any negligent or intentional act or omission of the District's employees, agents and/or authorized subcontractor(s) while performing this contract.

VII. AMENDMENT

Walla Walla County and Garfield County Health District may mutually amend this Agreement. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind Walla Walla County and Garfield County Health District.

VIII. CHOICE OF LAW AND VENUE

This agreement will be governed by the laws of the State of Washington, both as to interpretation and performance. Any action at law, suit in equity or other judicial proceeding for the enforcement of this agreement may be instituted only in a court of competent jurisdiction in the State of Washington, County of Walla Walla.

IX. INTEGRATION CLAUSE

This instrument embodies the whole agreement of the parties. There are no promises, terms, conditions or obligations other than those contained in this agreement. This agreement supersedes all previous communications, representations or agreements, either oral or written, between parties.

X. TERMINATION CLAUSE

Either party may terminate this agreement by giving the other party at least thirty (30) days advance written notice. If this Agreement is so terminated, the terminating party shall be liable only for performance in accordance with the terms of this Agreement for performance rendered prior to the effective date of termination.

XI. PROPERTY AND EQUIPMENT

Upon termination or non-renewal of this agreement, all property purchased by Walla Walla County in furtherance of this agreement shall remain the property of Walla Walla County and all property purchased by Garfield County Health District in furtherance of this agreement shall remain the property of Garfield County Health District. All property shall be returned to its owner upon termination or non-renewal of this Agreement.

XII. DISPUTES

In the event that a dispute arises under this Agreement, it will be resolved in the following manner: Garfield County Health District and Walla Walla County will each individually appoint one member to a Dispute Board and jointly appoint a third member. The Dispute Board will evaluate the dispute and make a determination of the dispute. The determination of the Dispute Board will be final and binding on the parties hereto.

XIII. FILING

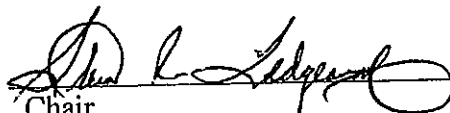
This agreement will be filed with the Walla Walla County Auditor's Office.

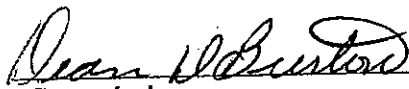
XIV. EFFECTIVE DATE

This agreement will take effect when executed by the parties, and will expire on December 31, 2009 unless terminated sooner or extended as provided herein.

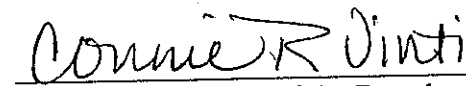
Dated this 21 day of August, 2006.

GARFIELD COUNTY BOARD OF HEALTH


Dean W. Burton
Chair

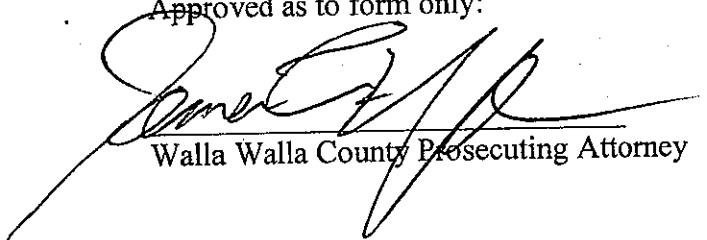

Dean W. Burton
Commissioner


David H. Havers
Commissioner


Connie Vinti, Clerk of the Board

Dated this ___ day of _____, _____

Approved as to form only:

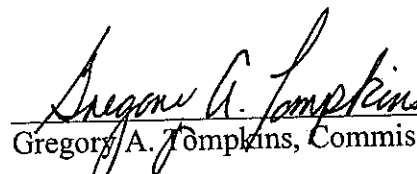

Walla Walla County Prosecuting Attorney

Dated this 7th day of August, 2006.

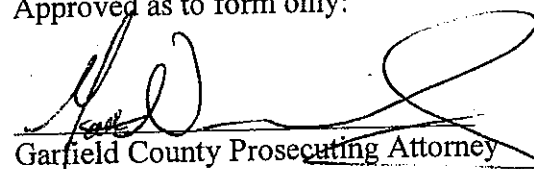
WALLA WALLA COUNTY BOARD OF
COUNTY COMMISSIONERS


David G. Carey, Chair


Gregg C. Loney, Commissioner


Gregory A. Tompkins, Commissioner

Approved as to form only:


Garfield County Prosecuting Attorney

Attachment 1. Compensation as of August 1, 2006.

Compensation is based upon an hourly rate of the individual performing work for Garfield County. Rates will be adjusted as salary, benefit, and overhead costs are adjusted.

EMPLOYEE	
2006	Hourly Cost
GARCIA, RICHARD O	\$30.03
JENKINS, BARRY	\$38.49
TUREMAN, KEVIN	\$28.37